

The Mollison West End

Caretaking and Letting Agreement Items Schedule

Date of Agreement:	25 th January	2007
Body Corporate:	Body Corporate for The Mollison West End community titles scheme 36348	
Scheme:	The Mollison West End community titles scheme 36348	
Manager:	Mollison Street Pty Ltd ACN 107 013 909 of Level 2 "The Precinct", 12 Browning Street, West End, Queensland.	
Manager's Office:	That area located of the Common Property shown on the plan annexed hereto and marked "A".	
Term:	25 years	
Commencement Date:	24 January 2007	
Expiry Date:	23 January 2032	
Initial Manager's Fee:	The initial Manager's Fee is \$1,200.00 per Lot per annum (plus GST).	

1 Interpretation

Definitions

1.1 The following words have these meanings unless the contrary intention appears:

Act means the Body Corporate and Community Management Act 1997 and includes any regulations under the Act that apply to the Scheme.

Additional Work means work (other than Management Duties) performed by the Manager under clause 3.

Approved Person means a natural person appointed by the Manager in accordance with clause 3.14.

Building means the buildings and other improvements constructed or to be constructed on the Scheme Land.

By-laws means the by-laws for the Scheme.

Common Property means, from time to time, the common property of the Scheme within the meaning of the Act.

Community Titles Scheme means the Scheme.

Controlling Person means, for a company, the person or group of persons who control the composition of the board of directors or more than 50% of the shares with a right to vote at general meetings.

CPI means, for a particular date, the percentage increase or decrease in the all groups consumer price index for the city of Brisbane during the year to the end of the last quarter before the particular date.

Emergency means anything reasonably likely to:

- (a) cause damage to the Building or Common Property; or
- (b) adversely affect the safety of the Building or Common Property; or
- (c) endanger the health, welfare or safety of persons on the Common Property or in the Building,

before the Body Corporate is able to decide what action should be taken to minimise or damage or danger.

GST means a goods and services tax, value added tax or any similar tax imposed in Australia.

Letting Service means a service for the letting of Lots, authorised under clause 9.

Lots means lots in the Scheme.

Management Duties means the duties specified in Schedule A.

Manager's Fee means the fee payable to the Manager calculated in accordance with clause 4.

Manager's Hourly Rates means the hourly rates notified to the Body Corporate from time to time under clause 3.10.

Manager's Office means that part of the common property shown on the plan attached hereto and marked "A".

Manager's Staff means people employed by the Manager to perform the Management Duties.

Owner means the owner for the time being of a Lot in the Scheme.

Residents means residents of Lots.

Scheme means The Mollison West End community titles scheme.

Services means electricity supply, fire safety equipment, plumbing, pool filtration and cleaning systems, and other services contained in the Building for the benefit of the Common Property or the Lots generally.

The words or terms appearing in the Items Schedule have the meaning set out in the Items Schedule.

Interpretation

1.2 In this deed unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (c) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally; and
- (d) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

- (ii) a document includes any variation or replacement of it; and
- (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
- (iv) a thing includes the whole and each part of it; and
- (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
- (vi) the president of a body or authority includes any person acting in that capacity; and
- (e) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2 Appointment and term

- 2.1 The Body Corporate appoints the Manager to perform the Management Duties for the Term, beginning on the Commencement Date and ending on the Expiry Date. The Manager accepts the appointment.
- 2.2 At any time after the Election Date, the Manager may terminate this agreement by giving 6 months notice in writing to the Body Corporate of the Manager's intention to terminate this agreement.
- 2.3 For the purposes of clause 2.2, "Election Date" means the date which is 10 years after the Commencement Date.
- 2.4 The Body Corporate must not enter into another agreement authorising another person to perform the Management Duties while this agreement remains current.

3 The Management Duties

- 3.1 The Manager must perform the Management Duties. If the Manager is a company, the Management Duties must be performed by an Approved Person. The Manager must comply with all laws relating to the performance of the Management Duties.

Directions from the Body Corporate

- 3.2 The Manager must comply with the reasonable directions of the Body Corporate about the performance of the Management Duties. Without limiting this clause, the Management Duties must be performed at reasonable times of the day so that Residents are not unnecessarily disturbed

and the use of the Common Property is affected as little as possible.

Knowledge of Building and Services

- 3.3 The Manager must within a reasonable time after the beginning of the Term become familiar, and maintain that familiarity, with:
 - (a) the layout of the Building; and
 - (b) the location and functioning of the Services; and
 - (c) the Body Corporate's maintenance contracts; and
 - (d) the matters that must be fulfilled to comply with the fire safety approval for the Building and the fire safety regulations; and
 - (e) the security devices and systems used in the Building.

Additional Work and Emergencies

- 3.4 The Manager may perform Additional Work:
 - (a) at the request of the Body Corporate; or
 - (b) subject to clause 3.6, in the event of an Emergency.
- 3.5 The Manager may only undertake Additional Work in the event of an Emergency if the work is reasonably likely to remove the Emergency or mitigate its effects.
- 3.6 In the event of an Emergency the Manager may exercise any power the Body Corporate has to enter a Lot.

Additional Charges

- 3.7 The Body Corporate must pay for Additional Work. The amount payable for Additional Work is:
 - (a) the cost of the materials necessarily used for the Additional Work; and
 - (b) an amount equal to:
 - (i) the reasonable fee payable to any contractor hired by the Manager for the Additional Work; and
 - (ii) the Manager's Hourly Rates for time reasonably spent by the Manager and the Manager's Staff involved in the Additional Work.

Employees and subcontractors

- 3.8 The Manager may engage employees and subcontractors to assist him or her to perform the Management Duties or delegate the performance of such duties to another entity nominated by the Manager provided the employee, subcontractor or nominated entity behaves appropriately.

Hourly Rates

- 3.9 The Manager must keep the Body Corporate advised of the Manager's Hourly Rates for:
 - (a) the Manager's Staff (which may vary for different members of the Manager's Staff); and
 - (b) the Manager.
- 3.10 The Manager's Hourly Rates payable to the Manager under clause 3.8 are the rates notified to the Body Corporate at the time the Additional Work is done.
- 3.11 If the Body Corporate disagrees with the Manager's Hourly Rates notified under clause 3.10 then clause 3.8(b)(ii) does not apply.
- 3.12 The Body Corporate must pay for Additional Work within 30 days of being notified of the claim for the cost of the Additional Work.

Approved Person

- 3.13 If the Manager is a company, there must be an Approved Person. The Approved Person must be approved by the Body Corporate and, to avoid doubt, may be an officer, shareholder, employee or subcontractor of the Manager. The Body Corporate must approve a person to be an Approved Person if that person would be a valid transferee of this agreement under clause 8.1(a).

The Manager's Office

- 3.15
 - (a) The Manager acknowledges that the Manager's Office forms part of the Common Property and is subject to the control of the Body Corporate.
 - (b) Provided the Manager is not in default of its obligations under this agreement, the Body Corporate must permit the Manager, the Approved Person or any person properly authorised by the Manager to use the Manager's Office to carry on the Management Duties and the Letting Service during the Term.
 - (c) The occupation authority granted to the Manager under clause 10 for the Manager's Office may be transferred only in accordance with the terms of clause 8 or clause 12 as the case may be.
 - (d) Subject to subclause (c), in the event that the Manager ceases to be the manager under the terms of this agreement for any reason other than transfer or assignment, the Body Corporate shall be entitled, at its discretion, to terminate the occupation authority.

- (e) The Manager or the Approved Person is not required to live onsite however the Manager or the Approved Person must be contactable by Owners at all times.

Holiday

- 3.16 The Manager or the Approved Person may take four weeks holiday (which need not be taken all at once) each year. The Manager must appoint another person to carry out the Management Duties while the Manager or Approved Person is on holiday, at the Manager's cost.

Employment laws

- 3.17 The Manager must comply with all laws relating to the employment of the Manager's Staff and workplace conditions.

Specialist services

- 3.18 The Management Duties do not extend to tasks reasonably requiring the services of a specialist. The Manager must arrange and supervise contracts for specialist services, as approved by the Body Corporate.

4 Manager's Fee

Manager's Fee

- 4.1 The Body Corporate must pay the Manager the Manager's Fee by equal monthly instalments in arrears. The Manager's Fee is the base amount multiplied by the number of Lots that are or contain a developed residential unit. The base amount for the first year of the Term is set out in the Items Schedule (in the item "Initial Manager's Fee").
- 4.2 If the number of registered Lots that are, or that contain, a developed residential unit increases during a year of the Term, then the Manager's Fee increases from the dates when the Lots are registered and the instalment payments must be adjusted accordingly.

For example, if there are originally 76 Lots in the Scheme (of which 1 Lot is a development Lot which will be further subdivided later, and 75 of the Lots are apartments in a residential building), the Initial Manager's Fee is 75 x \$1,200 = \$90,000 per annum and the monthly instalments are \$7,500. On the date which is 6 months after the Commencement Date, a plan of subdivision is registered and 26 new Lots are created in the Scheme. Of those 26 Lots, 1 Lot is a development Lot which will be further subdivided later, and 25 of the Lots are apartments in a residential building. The Manager's Fee increases from the date of registration of the plan to 100 x

\$1,200 = \$120,000 per annum and the monthly instalments are \$10,000.00.

Increases

4.3 On each anniversary of the Commencement Date the base amount used for the calculation of the Manager's Fee for the previous year increases by the CPI. If the CPI does not increase then the Manager's Fee stays the same. If the CPI is no longer published then the Manager's Fee increases by the index which replaces or most closely resembles the CPI.

GST

4.4 If a GST applies to any supply made under or in connection with this agreement, the supplier may, in addition to any amount expressed as payable elsewhere in this agreement, recover from the recipient an additional amount on account of GST, such additional amount to be calculated by multiplying the amount payable by the recipient for the supply by the prevailing GST rate.

4.5 Any additional amount on account of GST recoverable from the recipient under clause 4.4 must be calculated without any deduction or set-off of any other amount and is payable by the recipient within 7 days of delivery of a tax invoice by the supplier.

4.6 Clauses 4.4 and 4.5 survive the termination or expiry of this agreement.

5 Materials and Equipment

5.1 Subject to clause 5.2, all cleaning and gardening equipment needed to perform the Management Duties must be provided by the Manager.

5.2 The Body Corporate will provide the Manager with cleaning, gardening and any necessary waste disposal equipment, at the Body Corporate's discretion.

6 Expenditure authority

6.1 The Manager is not authorised to pledge the credit of the Body Corporate or contract on its behalf. The Body Corporate:

- (a) may give the Manager a cash float that can be used to the extent authorised by the Body Corporate; and
- (b) must as soon as practicable, indemnify the Manager for expenditure permitted by clause 6.2.

Emergency Expenditure

6.2 In the event of an Emergency the Manager may:

- (a) purchase materials and equipment required to deal with the Emergency; or
 - (b) arrange the provision of services necessary to deal with the Emergency,
- to the total cost of \$2,000.00 for any one Emergency and the Body Corporate must reimburse the Manager for that expenditure.

Duty to minimise costs

6.3 The Manager must take all reasonable steps in the circumstances of clause 6.2 to minimise the cost to the Body Corporate, having regard to the relative value of the goods or services to be acquired.

7 Termination by Body Corporate

7.1 The Body Corporate may terminate this agreement by notice to the Manager if the Manager:

- (a) breaches this agreement and does not remedy the breach within 14 days of being given a notice specifying the breach and requiring the Manager to remedy it;
- (b) is guilty of gross misconduct or gross negligence in the performance of the Management Duties;
- (c) is given valid notices by the Body Corporate under clause 7.1(a) more than five times in any year of the Term;
- (d) if a natural person, becomes bankrupt;
- (e) if a company, is liquidated or is subject to the appointment of a provisional liquidator or administrator; or
- (f) a receiver is appointed to some or all of the Manager's assets.

7.2 The right of termination given by clause 7.1 is additional to any right and remedies available at law for a breach of this agreement by the Manager.

8 Transfer of management business

8.1 The Manager must obtain the written consent of the Body Corporate before transferring its rights under this agreement. The Body Corporate must consent to a transfer:

- (a) if the Manager satisfies the Body Corporate that the proposed transferee is a respectable and responsible person capable of performing the Manager's obligations under this agreement;
- (b) if the proposed transferee is a company, there is an Approved Person; and

- (c) if the Manager agrees to pay the Body Corporate's reasonable legal costs and outlays in connection with approving the transfer.
- 8.2 If the Body Corporate consents to a transfer of this agreement the Manager, the proposed transferee and the Body Corporate must enter into a deed in which:
- (a) the Body Corporate and the proposed transferee undertake to comply with the terms of this agreement as if the transferee is the Manager named in this agreement; and
- (b) the Manager is released from any obligations arising under this agreement after the date the transfer takes place.
- 8.3 If the transferee is a company that is not listed on the Australian Stock Exchange, or the subsidiary of such a company, the Body Corporate may refuse consent to the proposed transfer unless the Controlling Persons of the transferee give the Body Corporate an indemnity in terms reasonably acceptable to the Body Corporate.
- No change in control of Manager**
- 8.4 If the Manager is a company that is not listed on the Australian Stock Exchange, or the subsidiary of such a company, then a change in the Controlling Person of the Manager is deemed to be a breach of this agreement unless the Body Corporate first gives written consent to the change.
- 8.5 The Body Corporate may not refuse consent to a change in the Controlling Person of the Manager if the proposed new Controlling Person is a respectable and responsible person capable of performing the Manager's obligations under this agreement.
- 8.6 Any deed required to be given under this clause 8 must be prepared by the solicitors for the Body Corporate. The Manager must pay the Body Corporate's reasonable legal costs and expenses of the preparation of the deed.
- (d) providing any additional services or products agreed with an Owner.
- 9.2 The Body Corporate does not represent that Owners will list Lots for rent with the Manager. The Manager may accept letting commissions from the Owners who list Lots for rent with the Manager.
- 9.3 To remove any doubt, the Manager's Fee is payable in respect of the Management Duties and not in respect of:
- (a) the letting authority granted under clause 9.1; or
- (b) any responsibilities under clause 10.3.
- 9.4 In performing the Letting Services, the Manager must:
- (a) comply with all laws and regulations;
- (b) obtain a real estate agents licence and any other permit, consent, or licence required under the laws of Queensland to operate the Letting Service;
- (c) supervise the standard of tenants of all lettings that it arranges and take reasonable steps to minimise the likelihood of tenants creating a nuisance;
- (d) use its best endeavours to improve and expand the letting business and increase the goodwill and to act at all times to further the interests of the Body Corporate and the Owners;
- (e) act honestly, professionally, fairly and lawfully in providing the Letting Service, and in particular, without limitation, by:
- (i) not favouring the interests of any Owner over the interests of any other; and
- (ii) properly accounting to Owners for money received by the Manager in connection with providing the Letting Service;
- (f) not engage in fraudulent or misleading conduct in providing the Letting Service;
- (g) not engage in unconscionable conduct in providing the Letting Service, and in particular, without limitation:
- (i) taking unfair advantage of the person's position as Manager relative to the Body Corporate or an Owner; and
- (ii) exerting undue influence on, or using unfair tactics against the Body Corporate or an Owner;
- (h) exercise reasonable skill, care and diligence in conducting the Letting Service.

9 Letting Service

- 9.1 The Body Corporate authorises the Manager to provide a Letting Service to the Owners which may include any or all of the following services:
- (a) collecting rents and bonds;
- (b) ensuring compliance by tenants with all terms of any letting;
- (c) ensuring compliance by tenants with the by-laws of the Body Corporate; and

- 9.5 The Manager must pay all costs associated with providing the Letting Service.
- 9.6 The Manager acknowledges that the Owners may utilise the services of other agents or let their Lot themselves, and the Manager shall not unreasonably interfere with these rights.
- 9.7 The Manager acknowledges that an Owner of a Lot who lists their Lot for letting with the Manager must be able to withdraw from the Letting Service on no more than 90 days notice to the Manager.
- 9.8 The Manager shall not be paid any remuneration from the Body Corporate for providing the Letting Service. The Manager shall negotiate commissions and charges with the Owners who require the use of the Letting Service.

ASIC Class Order 02/305 as amended, replaced, repealed, substituted or varied in any manner and the Manager will serve, if required, a product disclosure statement on an Owner of a lot before the Owner becomes a member of the letting arrangement.

10 Occupation authority

- 10.1 The Body Corporate authorise the Manager to have exclusive occupation of those areas of the Common Property identified for provision of the Letting Service and the Management Duties and for the provision of other services set out in this agreement (including without limitation the Manager's Office) subject to the Body Corporate's right to enter into these areas for the purpose of undertaking any inspection it requires.
- 10.2 The Manager also has an occupation authority for any part of the Common Property that is a plant room.
- 10.3 The Manager is responsible for all cleaning, maintenance and repairs of areas covered by this occupation authority and is entitled to reasonable access for these purposes.

11 Managed investment scheme exemption

- 11.1 The Manager and the Body Corporate acknowledge that the proposed Letting Service may be a managed investment scheme as described in Class Order 02/305 issued by ASIC on 8 March 2002 and that it is intended that the Letting Service come within the exemption provided in that Class Order.
- 11.2 The Manager must ensure that whilst the Manager is authorised by the Body Corporate to provide a Letting Service for the Community Titles Scheme, that any written agreement entered into with any Owner of a Lot in this Scheme relating to the letting of their lot includes provisions consistent with the requirements for an exemption for this letting arrangement contained below in clause 12 and other provisions contained in

12 Compulsory transfer of management of Letting Service

12.1 Transfer of management of Letting Service

- (a) If a majority of Lot owners who use the Letting Service advise the Manager in writing that they wish to terminate the appointment of the Manager under this agreement to operate the Letting Service, the Manager must within 9 months transfer the management rights of the Letting Service to a person that is chosen by the Manager that has not been involved in the operation (including promotion) of the Letting Service and is not controlled by a person that has been involved in the operation (including promotion) of the Letting Service.
- (b) If the Manager fails to complete that transfer within the 9 month period, the Manager must cause the transfer of the management rights of the Letting Service to a replacement operator named in a written notice given by a majority of Lot owners who use the Letting Service, at a price specified in the notice.
- (c) A transfer referred to in clause 12.1(a) or 12.1(b) must be done as soon as practicable, but there must be a reasonable time for members of the Body Corporate to consider whether to make a decision referred to in clause 12.2(b) unless the Body Corporate has already consented to the transfer.

12.2 Consent of Body Corporate to new arrangements

- (a) If the Manager receives a notice under clause 12.1(b), the Manager must advise all Body Corporate members of the name of the person to whom the transfer is to be made.
- (b) Unless the Body Corporate has consented to the transfer, the Manager does not have to transfer the management rights of the Letting Service to the person named in the notice described in clause 12.1(b) if a majority of Body Corporate members state in writing to the Manager that the person should not be engaged by the

Body Corporate to manage the Letting Service.

- (c) If a majority of Body Corporate members make a decision referred to in clause 12.2(b), a majority of Lot owners who use the Letting Service may then at any time name a replacement operator by a written notice, to whom the Manager must transfer the management rights of the Letting Service at a price specified in the notice and the notice will be taken to be given in accordance with clause 12.1(b).
- (d) Clause 12.2 does not apply if the Body Corporate or a majority of Body Corporate members agree in writing to the transfer to the person named in a notice under clauses 12.1(b) or 12.2(c) before that notice is given to the Manager.

12.3 Price Payable on Transfer

The price Lot owners who use the Letting Service specify in a notice under special condition 12.1(b) must be one of the following:

- (a) the average of two valuations of the management rights of the Letting Service by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (b) the highest bona fide bid for the management rights of the Letting Service (excluding a bid by the Manager or its associates) at an auction of which at least 60 days notice had been given; or
- (c) the highest bona fide amount tendered (excluding any tender by the Manager or its associates) for the management rights of the Letting Service following reasonable efforts to market the property for at least 60 days.

12.4 Voting

- (a) In determining if there is a majority of Lot owners who use the Letting Service or Body Corporate members, the Manager and its associates and any person nominated as replacement Manager and associates of that person must not be counted.
- (b) For Lot owners who use the Letting Service and Body Corporate members,

a majority is based on their entitlement to vote at Body Corporate meetings.

- (c) A Lot owner who uses the Letting Service or a Body Corporate member makes a decision by signing a document that sets out the decision.

12.5 Costs

- (a) Any Lot owner who uses the Letting Service or Body Corporate member may arrange a valuation or auction of, or may market, the management rights of the Letting Service before or after the expiration of the 9 month period referred to in paragraph 12.1(a) for the purposes of determining a price to be specified in a notice under paragraph 12.1(b).
- (b) If a Lot owner who uses the Letting Service or Body Corporate member incurs any reasonable valuation, auction or marketing costs under clause 12.5(a) that Lot owner or member is entitled to be reimbursed out of the price payable by any person nominated by the Lot owners or Body Corporate members as transferee of the management rights of the Letting Service when the price is paid to the Manager.

12.6 Assistance

The Manager must give reasonable assistance to enable the transferee to operate the Letting Service including making available information concerning any prospective bookings.

12.7 Replacement clause

This clause 12 is included pursuant to ASIC Class Order 02/305.

- (a) If Class Order 02/305 is amended, replaced, repealed, substituted or varied in any manner, such that this clause 12 is no longer required or is to be amended to reflect any change to the Class Order, then this clause 12 will be severed from this agreement and replaced by a clause which more accurately reflects the changes to ASIC Class Order 02/305.
- (b) The Body Corporate and the Manager will execute a deed of variation to give effect to the changes to the clause.
- (c) The replacement clause referred to in clause 12.7(b) shall be drafted by the Managers or its advisors, at its cost and expense and given to the Body Corporate or its advisors.
- (d) The Manager must pay the Body Corporate's reasonable legal costs to

review the proposed replacement clause.

13 Miscellaneous

Notices

- 13.1 A notice, approval, consent or other communication in connection with this agreement must be:
- (a) in writing; and
 - (b) in the case of the Body Corporate, posted to the Body Corporate at the Body Corporate's address; and
 - (c) in the case of the Manager, served at the address of the Manager notified to the Body Corporate from time to time.
- 13.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 13.3 A notice that is posted is deemed to be received 3 days after posting (7 if posted from overseas).

Governing law and jurisdiction

- 13.4 This agreement is governed by the law in force in Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them.

Severability

- 13.5 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

Costs

- 13.6 The Manager must pay the reasonable costs incurred by the Body Corporate in the negotiation, preparation and execution of this agreement including:
- (a) the reasonable costs of holding any general or committee meetings convened primarily to consider this agreement; and
 - (b) reasonable legal costs.

The Manager must pay any stamp duty on this agreement.

Exercise of Rights

- 13.7 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

Waiver and Variation

- 13.8 A provision of or a right created under this agreement may not be:
- (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.

Further Assurances

- 13.9 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including the execution of documents.

Antecedent Breaches

- 13.10 The expiry or termination of this agreement does not affect the rights of either party for a breach of this agreement by the other party before the expiry or termination as the case may be.

Remedies Cumulative

- 13.11 The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

Schedule A

1 Caretaking

Cleaning and Maintenance

- 1.1 The Manager must ensure that:
- (a) the Common Property is kept clean and maintained in good order and condition and to the standards notified by the Body Corporate from time to time;
 - (b) foyers, lifts and other indoor areas (other than the interior of Lots) are kept clean and tidy and maintained in good order and condition; and
 - (c) lawns, including footpath lawns, on the Common Property are mown as required and the gardens maintained in good order and condition.
- 1.2 The Manager acknowledges that the facilities on Common Property may change from time to time and that references in this agreement to the Common Property and facilities on the Common Property are references to the Common Property and those facilities from time to time. In particular, additional facilities may be included in future stages of development of the Scheme.

Purchase of materials and equipment

- 1.3 If the Body Corporate decides to buy the Manager cleaning and gardening equipment, the Manager must advise the Body Corporate about the purchase and maintenance of materials and equipment required for gardening, and cleaning and maintenance of the Common Property. The Manager must investigate, and advise the Body Corporate of, appropriate suppliers of materials and equipment, having regard to the quality and value of the materials and equipment.
- 1.4 When necessary the Manager must:
- (a) if authorised to do so, purchase materials and equipment required for gardening, and cleaning and maintenance of the Common Property using money provided by the Body Corporate for the purpose; or
 - (b) in other cases, obtain the consent of the Body Corporate to purchase materials and equipment required for gardening, and cleaning and maintenance of the Common Property,

from suppliers approved by the Body Corporate, or in the case of an Emergency

from the best supplier reasonable in the circumstances.

Defects, breakdowns and losses

- 1.5 The Manager must regularly inspect the Common Property, the services and equipment used for the Common Property, and the personal property of the Body Corporate. Any defects, breakdowns and losses (for example, pest problems) must be reported to the Body Corporate.
- 1.6 If the Body Corporate has any maintenance contracts then the Manager must:
- (a) notify the relevant contractor of defects or breakdowns; and
 - (b) as far as reasonably possible, monitor the performance of the contractors to determine whether defects and breakdowns notified to them are repaired and the maintenance contracts are fulfilled.

Fire Safety

- 1.7 The Manager must ensure that fire safety requirements are notified to all occupants of the Building.
- 1.8 The Manager must monitor the Body Corporate's compliance with fire safety regulations and carry out any mandatory inspections of fire safety equipment. Any lack of compliance must be notified to the Body Corporate.
- 1.9 Where possible, the Manager must as soon as possible remedy minor breaches of the fire safety regulations.

Garbage removal

- 1.10 The Manager must manage the garbage removal facilities of the Building and:
- (a) ensure that the garbage collection areas are kept clean and free of vermin;
 - (b) advise the Body Corporate on appropriate arrangements for the removal of garbage, including getting quotes and negotiating garbage removal contracts when asked to do so by the Body Corporate;
 - (c) monitor the performance of garbage removal contracts; and
 - (d) monitor whether occupants of the Building are properly using the garbage removal facilities and report any breaches to the Body Corporate; and
 - (e) on the relevant collection days, take all garbage bins to the Council-

nominated collection point on the Common Property.

Building, activities of the Body Corporate that are under the control or supervision of the Manager, and relations with occupants of the Building and owners of Lots.

Safety procedures

- 1.11 The Manager must advise the Body Corporate about procedures necessary to ensure the safety of people on the Common Property.
- 1.12 The Manager must do its best to ensure that the duties are performed in a safe manner.

By-laws

- 1.13 The Manager must monitor compliance with the By-laws by all persons bound by them and:
 - (a) as far as possible prevent breaches of the By-laws; and
 - (b) notify the Body Corporate of serious or persistent breaches of the By-laws.

Delivery of mail

- 1.14 The Manager must ensure that any mail that is delivered to the Scheme but not to a particular Lot's mailbox is placed in the appropriate mailbox on the same day as it is delivered.

2 Budget Preparation

- 2.1 The Manager must give the Body Corporate reasonable assistance in the preparation of annual budgets.
- 2.2 A reasonable time before each annual budget is to be prepared, the Manager must advise the Body Corporate of the Manager's estimate of the costs for the next financial year of the Building for those areas under the control or supervision of the Manager.

3 Records

- 3.1 The Manager must keep records of:
 - (a) compliance with fire safety regulations and other safety requirements;
 - (b) the performance of all maintenance contracts for the Building; and
 - (c) the purchase and use of materials and equipment required for gardening and the cleaning and maintenance of the Common Property.

Daily log

- 3.2 The Manager must keep a daily log of all relevant matters occurring in the Building.

Reports to Body Corporate

- 3.3 The Manager must prepare quarterly reports (at the times required by the Body Corporate) of significant problems with the

Key register

- 3.4 The Manager must maintain a key register.

4 Specific Management Duties

Daily duties

- 4.1 The Manager must carry out the following cleaning and ground maintenance of the Common Property on a daily basis:

Grounds

- (a) clear grounds of all leaves and rubbish;
- (b) empty rubbish bins and smokers' receptacles;
- (c) water as required plants, shrubs and planter boxes (may or may not be covered by automatic sprinkler);
- (d) check all access paths and sweep as necessary;

Foyers, lifts and other indoor areas

- (e) empty rubbish bins, sweep hard floor surfaces, vacuum carpeted areas and rugs, pick up any rubbish, water plants, clean glass in picture frames, wipe walls, clean furniture as required;

Car Park

- (f) check complete car park area, pick up any rubbish, empty all rubbish bins;

Footpaths and Access

- (g) sweep area clean, remove all rubbish;

Garbage Bin area

- (h) place wheelie bins or industrial bins at collection points for Council collection;
- (i) sweep out garbage bin area - hose/mop with detergent as necessary;
- (j) after garbage collection by Council replace bins in garbage bin area.

Weekly duties

- 4.2 The Manager must carry out the following cleaning and ground maintenance of the Common Property on a weekly basis:

Grounds

- (a) sweep all pathways and hose clean;
- (b) cut grass and trim edges including all footpaths adjoining lots. All clippings are to be mulched and spread on garden beds;

- (c) weed lawns and gardens as necessary;
- (d) report any repairs/replacement requirements;

Garbage Bin Area

- (e) scrub out Common Property rubbish bins with disinfectant/cleanser as necessary;
- (f) scrub out bin area with disinfectant/cleanser as necessary;
- (g) thoroughly wash down and wipe clean all door surfaces with disinfectant/cleanser as necessary; and

Fire Safety

- (h) check fire hoses, extinguishers and sprinklers in accordance with the requirements specified in Australian fire safety regulations; and

Car Parks

- (i) sweep the surface of the carpark, remove all rubbish, and check and clear all grates and drains.

- (g) aerate all gardens with a garden fork or similar;

Car Parks

- (h) hose down all common areas and entry to street; and

Footpaths and Access Roads

- (i) hose down all footpaths and access roads.

Fortnightly duties

4.3 The Manager must carry out the following maintenance work on the Common Property on a fortnightly basis or more frequently if reasonably required:

- (a) grounds to be inspected; slashed or mowed as necessary;
- (b) clippings and rubbish removed;
- (c) water lawns and gardens; and
- (d) ensure the grounds are maintained in a neat and tidy condition.

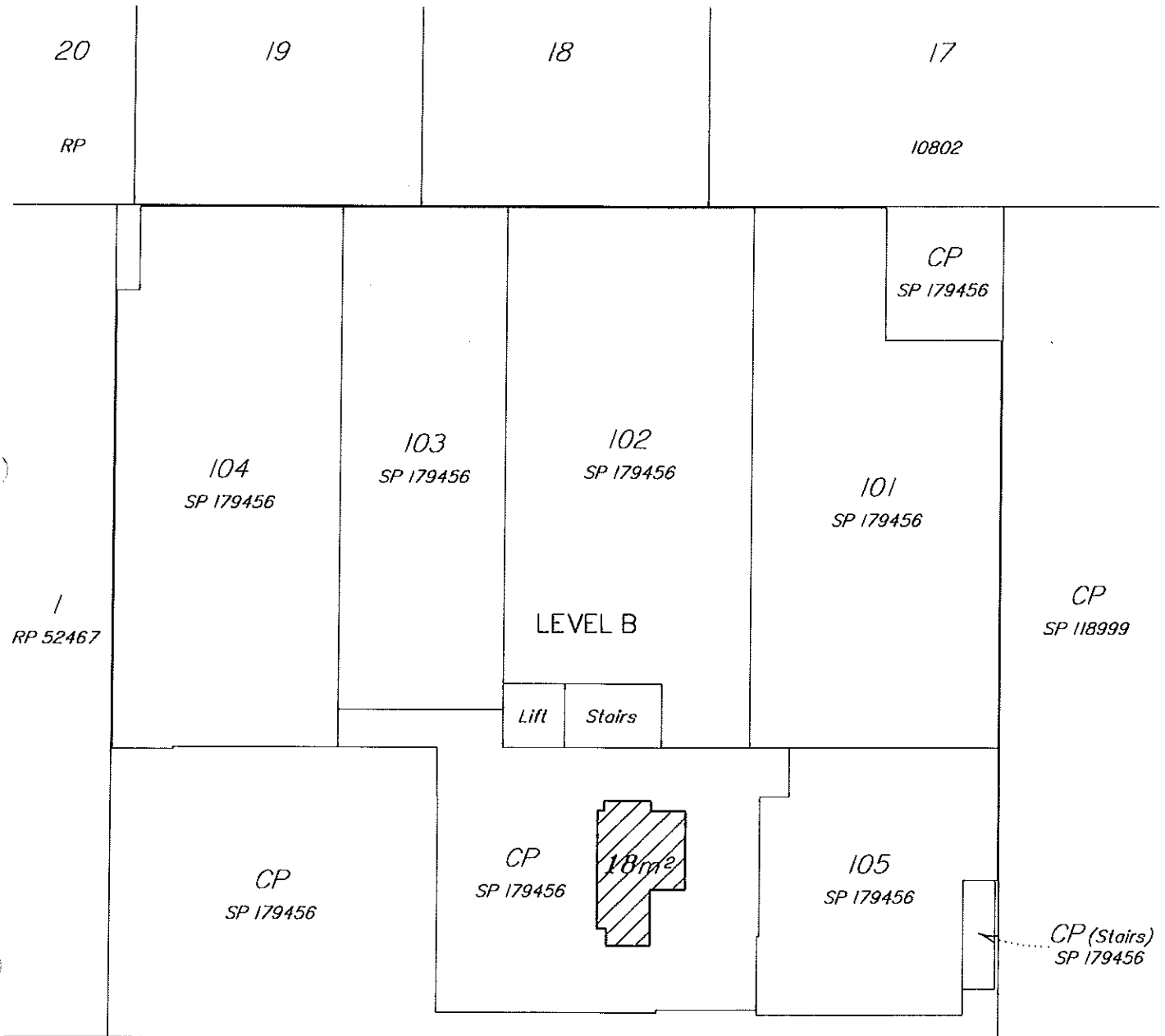
Monthly duties

4.4 The Manager must carry out the following cleaning and ground maintenance of the Common Property on a monthly basis:

Grounds

- (a) trim hedges;
- (b) fertilise all lawns and gardens (seasonally);
- (c) check condition of soil and gardens and replenish if necessary;
- (d) spray control chemicals to prevent damage to the plants from insects, pest, blights;
- (e) treat lawns seasonally for eradication of bindi, clover and other weed growths;
- (f) replace sections of turf as necessary (damaged by oils, wear etc);

"A"



MOLLISON

STREET



Occupation Authority Area
(Office & Store)



JensenBowers
...people creating places

26-28 Mollison Street, South Brisbane
Occupation Authority Plan
The Mollison West End C.T.S.

Execution page

EXECUTED as an agreement

BODY CORPORATE

THE COMMON SEAL of THE BODY)
CORPORATE for THE MOLLISON WEST)
END CTS 36348 is duly affixed in the)
presence of:



.....
Signature of authorised person

CHAIR PERSON

.....
Office held

GEORGE PETERSEN

.....
Name of authorised person (block letters)

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Signature of authorised person

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Office held

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Name of authorised person (block letters)



MANAGER

THE COMMON SEAL of MOLLISON)
STREET PTY LTD ACN 107 013 909 is duly)
affixed by authority of its directors in the)
presence of:

.....
Signature of authorised person

.....
Office held

SAM SAVVAS DIRECTOR
.....
Name of authorised person (block letters)

.....
Signature of authorised person

.....
Office held

SOTIRIS CON SOTIRIS
.....
Name of authorised person (block letters)